

Exhibit A

1990-HowardFreeman/UCC-Connection

FOREWORD

This is slightly condensed, casually paraphrased transcript of tapes of a seminar given in 1990 by Howard Freeman. It was prepared to make available the knowledge and experience of Mr. Freeman in his search for an accessible and understandable explanation of the confusing state of the government and the courts. It should be helpful to those who may have difficulty learning from such lectures, or those who want to develop a deeper understanding of this information without having to listen to three or four hours of recorded material.

The frustration many Americans feel about our judicial system can be overwhelming and often frightening; and like most fear, eventually, with the seemingly tyrannical power of some governmental agency and the mystifying and awesome power of the courts. We have been taught that we must "*get a good lawyer,*" but that is becoming increasingly difficult, if not impossible. If we are defending ourselves from the government, we find that the lawyers quickly take our money, and then tell us as the ship is sinking, "*I can't help you with that - I'm an officer of the court.*"

Ultimately, the only way for us to have even a "*snowball's chance ...*" is to *understand the RULES OF THE GAME*, and to come to an understanding of the true nature of the Law. *The attorney lawyers have established and secured a virtual monopoly over this area of human knowledge by implying that the subject is just too difficult for the average person to understand, and by creating a separate vocabulary out of English words of otherwise common usage.* While it may, at times, seem hopelessly complicated, it is not that difficult to grasp - are lawyers really as smart as they would have us believe? **BESIDES, ANYONE WHO HAS BEEN THROUGH A LEGAL BATTLE AGAINST THE GOVERNMENT WITH THE AID OF A LAWYER HAS COME TO REALIZE THAT LAWYERS LEARN ABOUT PROCEDURE, NOT ABOUT LAW.** Mr. Freeman admits that he is not a lawyer, and as much, he has a way of explaining law to us that puts it well within our reach. Consider also that the framers of the Constitution wrote in language simple enough that the people could understand, specifically so that it would not have to be interpreted.

So again we find, as in many other areas of life, that "THE BUCK STOPS HERE!" It is we who must take the responsibility for finding and putting to good use the TRUTH. It is we who must claim and defend our God-given rights and our freedom from those who would take from us. It is we who must protect ourselves, our families and our posterity from the inevitable intrusion into our lives by THOSE WHO LIVE PARASITICALLY off the labor, skill and talents of others.

To these ends, Mr. Freeman offers a simple, hopeful explanation of our plight and a

peaceful method of dealing with it. Please take note that this lecture represents one chapter in the book of his understanding, which he is always refining, expanding, improving. It is, as all bits of wisdom are, a point of departure from which to begin our own journey into understanding, that we all might be able to pass on to others; greater knowledge and hope, and to God: the gift of lives in peace, freedom and praise.

"I send you out as sheep in the midst of wolves, be wise as a serpent and harmless as a dove."

INTRODUCTION

I was asked to testify in a tax case as an expert witness. After many days of preparation, I felt confident of my research. I spent over 30 minutes presenting many Supreme Court decisions that supported the defendant's position. The prosecution concluded his statements, and to my amazement, the judge told the jury that they could only consider certain facts, none of which were the facts I had given.

As soon as the trial was over I went around to the judge's office and he was just coming in through his back door. I said,

"Judge, by what authority do you overturn the standing decisions of the United States Supreme Court. You sat on the bench while I read that case law. Now how do you, a District Judge, have authority to overturn decisions of the Supreme Court?"

He says.

"Oh, those were old decisions."

I said,

"Those are standing decisions. They have never been overturned. I don't care how old they are; you have no right to overturn a standing decision of the United States Supreme Court in a District Court."

**BEFORE 1938 - PUBLIC LAW "Statute"
versus
AFTER 1938 - PUBLIC POLICY "Statute"**

He said,

"Name any decision of the Supreme Court after 1938 and I'll honor it, but all the decision you read were prior to 1938, and I don't honor those decisions."

I asked what happened in 1938. He said,

"Prior to 1938, the Supreme Court was dealing with Public Law; since 1938, the Supreme Court has dealt with Public Policy. The charge that Mr. S. was being tried for is a *Public Policy Statute*, not Public Law, and those Supreme Court cases do not apply to Public Policy."

I asked him what happened in 1938? He said that he had already told me too much - he wasn't going to tell me any more.

1938 AND THE ERIE RAILROAD

Well, I began to investigate. I found that 1938 was the year of the Erie Railroad versus Tompkins case of the Supreme Court. *It was also the year the courts claim they blended Law with Equity.* I read the Erie Railroad case. A man had sued the Erie Railroad for damages when he was struck by a board sticking out of a boxcar as he walked along beside the tracks. The district court had decided on the basis of *Commercial (Negotiable Instruments) Law*: that this man was not under any contract with the Erie Railroad, and therefore he had no standing to sue the company. Under the Common Law, he was damaged and he would have had the right to sue.

This overturned a standing decision of over one hundred years. Swift versus Tyson in 1840 was a similar case, and the decision of the Supreme Court was that in any case of this type, the court would judge the case on the Common Law of the state where the incident occurred - in this case Pennsylvania. ***BUT IN THE ERIE RAILROAD CASE, THE SUPREME COURT RULED THAT ALL FEDERAL CASES WILL BE JUDGED UNDER THE NEGOTIABLE INSTRUMENTS LAW.*** There would be no more decisions based on the Common Law at the federal level. So here we find the blending of Law with Equity.

This was a puzzle to me. As I put these new pieces together, I determined that all our courts

since 1938 were *Merchant Law courts* and not Common Law courts. There were still some pieces of the puzzle missing.

A FRIEND IN THE COURT

Fortunately, I made a friend of a judge. Now you won't make friends with a judge if you go into court like a *"wolf in black sheep country."* You must approach him as though you are the sheep and he is the wolf. If you go into court as a wolf, you make demands and tell the judge what the law is - how he had better uphold the law or else. ***Remember the verse:*** I send you out as sheep in wolf country; be wise as a serpent and harmless as a dove. We have to go into court and be wise and harmless, and not make demands. We must play a little dumb and ask a lot of questions. *Well, I asked a lot of questions and boxed the judges into a corner where they had to give me a victory or admit what they didn't want to admit.* I won the case, and on the way out I had to stop by the clerk's office to get some papers. One of the judges stopped and said,

"You're an interesting man, Mr. Freeman. If you're ever in town, stop by, and if I'm not sitting on a case we will visit."

AMERICA IS BANKRUPT

Later, when I went to visit the judge, I told him of my problem with the Supreme Court cases dealing with Public Policy rather than the Public Law. He said,

"In 1938, all the higher judges, the top attorneys and the U.S. attorneys were called into a secret meeting and this is what we were told:

America is a bankrupt nation - it is owned completely by its creditors. The creditors own the Congress, they own the Executive, they own the Judiciary and they own all the state governments.

Take silent judicial notice of this fact, but never reveal it openly.

Your court is operating in an Admiralty Jurisdiction - call it anything you want, but do not call it Admiralty."

ADMIRALTY COURTS

The reason they cannot call it *Admiralty Jurisdiction* is that your defense would be quite different in *Admiralty Jurisdiction* from your defense under the Common Law. *In Admiralty, there is NO court which has jurisdiction unless there is a valid international contract in dispute.* If you know it is *Admiralty Jurisdiction*, and they have admitted on the record that you are in Admiralty Court, you can demand that the international maritime contract, to which you are supposedly a party, and which you supposedly have breached, *be placed into evidence.* *NO* court has *Admiralty/Maritime Jurisdiction* unless there is a valid international maritime contract that has been breached.

So you say, just innocently like a lamb,

“Well, I didn't know that I got involved with an *international maritime contract*, so, in good faith, *I deny that such a contract exists.* If this court is taking jurisdiction in Admiralty, then, pursuant to section 3-501 of your UCC, (Presentment), *the prosecutor will have no difficulty placing the [alleged] contract into evidence*, so that I may examine and [possibly] challenge the validity of the contract.”

What they would have to do is place the national debt into evidence. They would have to admit that the international bankers own the whole nation, and that we are their slaves.

NOT EXPEDIENT

BUT THE BANKERS SAID IT IS NOT EXPEDIENT AT THIS TIME TO ADMIT THAT THEY OWN EVERYTHING AND COULD FORECLOSE ON EVERY NATION OF THE WORLD. The reason they don't want to tell everyone that they own everything is that there are still too many privately owned guns. There are uncooperative armies and other military forces. So until they can gradually consolidate all armies into a WORLD ARMY and all courts into a single WORLD COURT, *it is not expedient to admit the jurisdiction the courts are operating under.* When we understand these things, we realize that there are certain secrets they don't want to admit, and we can use this to our benefit.

JURISDICTION

The Constitution of the United States mentions three areas of *jurisdiction* in which the

courts may operate:

Common Law

Common Law is based on God's law. Anytime someone is charged under the Common Law, there must be a damaged party (*a corpus delicti*). You are free under the Common Law to do anything you please, as long as you do not infringe on the life, liberty, or property of someone else. You have a right to make a fool of yourself provided you do not infringe on the life, liberty, or property of someone else. The Common Law does not allow for any government action which prevents a man from making a fool of himself. For instance, when you cross over the state lines in most states, you will see a sign which says,

"BUCKLE YOUR SEAT BELTS - IT'S THE LAW."

This cannot be Common Law, because who would you injure if you did not buckle up? Nobody. This would be compelled performance. But Common Law cannot compel performance. *Any violation of Common Law is a CRIMINAL ACT, and is punishable.*

Equity Law

Equity Law is law which compels performance. It compels you to perform to the exact letter of any contract that you are under. So, if you have compelled performance, there must be a contract somewhere, and you are being compelled to perform under the obligation of the contract. Now this can only be a civil action - not criminal. In Equity Jurisdiction, you cannot be tried criminally, but you can be compelled to perform to the letter of a contract.

IF YOU THEN REFUSE TO PERFORM AS DIRECTED BY THE COURT, YOU CAN BE CHARGED WITH CONTEMPT OF COURT, WHICH IS A CRIMINAL ACTION.

Are our seatbelt laws, Equity Laws? No, they are not, because you cannot be penalized or punished for not keeping to the letter of a contract.

Admiralty/Maritime Laws

This is civil jurisdiction of Compelled Performance which also has *Criminal Penalties* for

not adhering to the letter of the contract, but this only applies to *International Contracts*.

Now we can see what jurisdiction the seatbelt laws (all traffic codes, etc) are under. Whenever there is a penalty for failure to perform (such as willful failure to file), that is Admiralty/Maritime Law and there must be a *valid international contract in force*. However, the courts don't want to admit that they are operating under *Admiralty/Maritime Jurisdictions*, so they took the international law or Law Merchant and adopted it into our codes. That is what the Supreme Court decided in the *Erie Railroad case* - that the decisions will be based on commercial law or business law and that it will have criminal penalties associated with it. **SINCE THEY [JUDGES] WERE INSTRUCTED NOT TO CALL IT, ADMIRALTY JURISDICTION, THEY CALL IT STATUTORY JURISDICTION.**

COURTS OF CONTRACT

You must ask how we got into this situation where we can be charged with failure to wear seatbelts and be fined for it. *Isn't the judge sworn to up hold the Constitution?* Yes, he is. But you must understand *the Constitution, in Article I, §10*, gives us the unlimited right to contract, as long as we do not infringe on the life, liberty or property of someone else. Contracts are enforceable, and the Constitution gives two jurisdictions where contracts can be enforced - Equity or Admiralty. *But we find them being in Statutory Jurisdiction*. This is the embarrassing part for the courts, but we can use this to box the judges into a corner in their own courts. We will cover this more later.

CONTRACTS MUST BE VOLUNTARY

Under the Common Law, every contract must be enter into knowingly, voluntarily, and intentionally by both parties or it is void and enforceable. These are characteristic - it must be based on substance. For example, contracts used to read,

"For one dollar and other valuable considerations, I will paint your house, etc."

That was a valid contract - the dollar was a genuine, silver dollar. Now, suppose you wrote a contract that said,

"For one Federal Reserve Note and other considerations, I will paint your house...."

And suppose, for example, I painted your house the wrong color. Could you go into a Common Law court and get justice? No, you could not. You see, a Federal Reserve Note is a "colorable" 1 dollar, as it has no substance, and in a *Common Law Jurisdiction*, that contract would be unenforceable.

colorABLE MONEY - colorABLE COURTS

The word "colorable" means something that appears to be genuine, but is not. Maybe it looks like a dollar, and maybe it spends like a dollar, but if it is not redeemable for lawful money (silver or gold) it is "colorable." If a Federal Reserve Note is used in a contract, then the contract becomes a "colorable" contract. And "colorable" contracts must be enforced under a "colorable" jurisdiction. So by creating Federal Reserve Notes, the government had to create a jurisdiction to cover the kinds of contracts which use them. We now have what is called Statutory Jurisdiction, which is not a genuine *Admiralty jurisdiction*.

1 colorable: That which is in appearance only, and not in reality, what it purports to be, hence counterfeit, *feigned having the appearance of truth*. *Black's Law Dictionary*, Sixth Edition.

It is "colorable" *Admiralty Jurisdiction* the judges are enforcing because we are using "colorable money" colorable Admiralty is now known as Statutory Jurisdiction. Let's see how we got under this Statutory Jurisdiction.

UNIFORM COMMERCIAL CODE

The government set up a "colorable" law system to fit the "colorable" currency. It used to be called the *Law Merchant* or the *Law of Redeemable Instruments*, because it dealt with paper which was redeemable in something of substance. But, once Federal Reserve Notes had become unredeemable, there had to be a system of law which was completely "colorable" from start to finish. this system of law was codified as the *Uniform*

Commercial Code, and has been adopted in every state. This is "colorable" law, and it is used in all the courts. I explained one of the keys earlier, which is that the country is bankrupt and we have no rights. If the master says "Jump!" then the slave had better jump, because the master has the right to cut off his head. *As slaves we have no rights.* But the creditors/masters had to cover that up, so they created a system of law called the *Uniform Commercial Code*. This "colorable" jurisdiction under the Uniform Commercial Code is the next key to understanding what happened.

CONTRACT OR AGREEMENT

One difference between Common Law and the Uniform Commercial Code is that in Common Law, contracts must be entered into (1) knowingly, (2) voluntarily, and (3) intentionally. Under the U.C.C., this is not so. First of all, contracts are unnecessary. Under this new law, "agreements" can be binding, and if you only exercise the benefits of an "agreements," it is presumed or implied that you intend to meet the obligations associated with those benefits. *If you accept a benefit offered by government, then you are obligated to follow, to the letter, each and every statute involved with that benefit.* The method has been to get everyone exercising a benefit, and they [*the courts*] don't even have to tell the people what the benefit is. Some people think it is the driver's license, the marriage license or the birth certificate, etc. I believe it is none of these.

COMPELLED BENEFIT

I believe the benefit being used is that we have been *given the privilege of discharging debt with limited liability, instead of paying debt. When we pay a debt, we give substance for substance.* If I buy a quart of milk with a silver dollar, that dollar bought the milk, and the milk bought the dollar - substance for substance. *But if I use a Federal Reserve Note to buy the milk, I have not paid for it.* There is no substance in the Federal Reserve Note. *It is worthless paper given in exchange for something of substantive value.* Congress offers us this benefit:

Debt money, created by the federal United States, can be spent all over the United States of

America, it will be legal tender for all debts, public and private, and the limited liability is that you cannot be sued for not paying your debt.

So now they have said,

"We going to help you out, and you can just discharge your debts instead of paying your debts."

When we use this "colorable" money to discharge our debts, we cannot use a Common Law court. We can only use a "colorable" court. We are completely under the UCC, using non-redeemable negotiable instruments and we are discharging debt rather than paying debt.

REMEDY AND RECOURSE

Every system of civilized law must have two characteristics: Remedy and Recourse. Remedy is a way to get out from under that law, and you recover your loss. The Common Law, the Law Merchants, and even the Uniform Commercial Code all have remedy and recourse, but for a long time we could not find them. If you go to a law library and ask to see the Uniform Commercial Code, they will show you a shelf of books completely filled with the Uniform Commercial Code. When you pick up one volume and start to read it, it will seem to have been intentionally written to be confusing. *It took us a long time to discover where the Remedy and Recourse are found in their UCC. They are found right in the first volume, at 1-308 (old 1-207) and 1-103.*

REMEDY

The making of a valid Reservation of Rights preserves whatever rights the person then possesses, and prevents the loss of such rights by application of concepts of waiver or estoppel. (UCC 1-308 (old 1-207).7). It is important to remember when we go into a court that we are in a commercial international jurisdiction. If we go into court and say,

"I DEMAND MY CONSTITUTIONAL RIGHTS,"

the judge will most likely say,

"You mention the Constitution again, and I'll find you in contempt of court!"

Then we don't understand how he can do that. Hasn't he sworn to uphold the Constitution? ***The rule here is:*** you cannot be charged under one jurisdiction, and defend under another. For example, if the French government came to you and asked where you filed your French income tax in a certain year, do you go to the French government and say,

"I demand my Constitutional Right?"

No. ***The proper answer is: THE LAW DOESN'T APPLY TO ME - I'M NOT A FRENCHMAN.*** You must make your reservation of rights under the jurisdiction in which you are charged - not under some other jurisdiction. So in a UCC court, you must claim your reservation of rights under (pursuant to) the [their] U.C.C. 1-308 (old 1-207). ***UCC 1-308 (old 1-207) goes on to say:***

When a waivable right or claim is involved, the failure to make a reservation thereof, causes a loss of the right, and bars its assertion at a later date. (UCC 1-308 (old 1-207).9).

You have to make your claim known early. Further, it says:

The Sufficiency of the Reservation - Any expression indicating an intention to reserve rights, is sufficient, such as "WITHOUT PREJUDICE." (UCC 1-308 (old 1-207).4)

Whenever you sign any legal paper that deals with Federal Reserve Notes (FRNs) -in any way, shape or manner - under your signature write:

Without Prejudice UCC 1-308 (old 1-207).

This reserves your rights. You can show, at 1-308 (old 1-207).4 that you have sufficiently reserved your rights. ***It is very important to understand just what this means.*** For example, one man who used this in regard to a traffic ticket was asked by the judge just what he meant by writing "***without prejudice UCC 1-308 (old 1-207)***" on his statement to the court. He had not tried to understand the concepts involved. He only wanted to use it to get out of the ticket. He did not know what it meant. When the judge asked him what he

meant by signing in that way, he told the judge that

"he was not prejudiced against anyone..."

The judge knew that the man had no idea what it meant, and fined him an additional \$25.00 for a frivolous defense. You must know what it means.

WITHOUT PREJUDICE Pursuant to UCC 1-308

When you see "Without Prejudice" UCC 1-308 in connection with your signature, you are saying:

"I reserve my right not to be compelled to perform under any contract, commercial agreement or bankruptcy that I did not enter knowingly, voluntarily, and intentionally. And furthermore, I do not and will not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement or bankruptcy."

Actually, it is better to use a rubber stamp, because this demonstrates that you had previously reserved your rights. The simple fact that it takes several days or a week to order and get a stamp shows that you had reserved your rights before signing the document. *What is the compelled performance of an unrevealed commercial agreement?* When you use Federal Reserve Notes instead of silver dollars, is it voluntary? No. There is no lawful money, so you have to use Federal Reserve Notes - you have to accept the benefit. the government has given you the benefit to discharge your debts with limited liability, and you don't have to pay your debts. How nice they are! But if you did not reserve your rights under 1-308 (old 1-207).7, you are compelled to accept the benefit, and are *therefore obligated to obey every statute, ordinance and regulation of the government, at all levels of government - federal, state and local.*

If you understand this, you will be asked to explain it to the judge when asks. And he will ask, so be prepared to explain it to the court. You will also need to understand UCC 1-103 - the argument and recourse. If you want to understand this fully, go to a law library and photocopy these two sections from the UCC. It is important to get the Anderson

[Anderson, Uniform Commercial Code, Lawyers Cooperative Publishing Company]

edition. Some of the law libraries will only have the West Publishing version, and it is very difficult to understand. In Anderson, it is broken down with decimals into ten parts, and most importantly, it is written in plain English.

RECOURSE

The Recourse appears in the Uniform Commercial Code at 1-103.6, which says:

The Code is complimentary to the Common Law, which remains in force, except where displaced by the code. A statute should be construed in harmony with the Common Law, unless there is a clear legislative intent to abrogate the Common Law.

This is the argument we use in court:

The Code recognizes the Common Law. If it did not recognize the Common Law, the government would have had to admit that the United States is bankrupt, and is completely owned by its creditors. But, it is not expedient to admit this, so the Code was written so as not to abolish the Common Law entirely.

Therefore, if you have made a sufficient, timely, and explicit reservation of your rights at 1-308 (old 1-207), you may then insist that the statutes be construed in harmony with the Common Law. If the charge is a traffic, you may demand that the court *produce the injured person* who has filed a verified complaint. If, for example, you were charged with failure to buckle your seatbelt, you may ask the court

"who was injured as a result of your failure to "buckle up."

However, if the judge won't listen to you and just moves ahead with the case, then you will want to read to him that last sentence of 1-103.6 which states:

The Code cannot be read to preclude a Common Law action.

Tell the judge:

"Your Honor, I can sue you under the Common Law, for violating my right under the Uniform Commercial Code. I have a remedy, under the, UCC to reserve my rights under the Common Law. I have exercised the remedy, and

now you must construe this statute in harmony with the Common Law, you must come forth with the damaged party."

If the judge insists on proceeding with the case, just act confused and ask this question:

"Let me see if I understand, Your Honor, has this court made a judicial determination that the Sections 1-308 (old 1-207) and 1-103 of the Uniform Commercial Code, which is the system of law you are operating under, are not valid law before this court?"

Now the judge is in a jamb! How can the court throw out one part of the Code and uphold another? If he answers, "yes," then you say:

"I put this court on notice that I am appealing your judicial determination."

Of course, the higher court will uphold the Code on appeal. The judge knows this, so once again you have boxed him into a corner.

PRACTICAL APPLICATION - TRAFFIC COURT

Just so we can understand how this whole process works, let us look at a court situation such as a traffic violation. Assume you ran through a yellow light and a policeman gave you a traffic ticket.

1. *The first thing you want to do is* to delay the action at least three weeks. This you can do by being pleasant and cooperative with the officer. Explain to him that you are very busy and ask if he could please set your court appearance for about three weeks away.

[At this point we need to remember the government's trick: *"I'm from the government, and I'm here to help you."* Now we want to use this approach with them].

2. The next step is to go the clerk of the traffic court and say:

"I believe it would be helpful if I talk to you, because I want to save the government some money (this will get their attention). I am undoubtedly going to appeal this case. As you know, in an appeal, I have to have a transcript, but the traffic court doesn't have a court reporter. It would be a waste of taxpayer's money to run me through this court and then to have to give me a trial de novo in a court of record. I do need a transcript for

appealing, and to save the government some money, maybe you could schedule me to appear in a court of record."

You can show the date on the ticket and the clerk will usually agree that there is plenty of time to schedule your trial for a court of record. Now your first appearance is in a court of record and not in a traffic court, where there is no record.

3. When you get into court, the judge will read the charges: driving through a yellow light or whatever, and this is a violation of ordinance XYZ. He will ask,

"Do you understand the charges against you?"

4. It is very important to get it read into the record, that you do not understand the charges. With that in the record, the court cannot move forward to judge the facts. This will be answered later.

5.

"Well, Your Honor, there is a question I would like to ask before I can make a plea of innocent or guilty. I think it could be answered if I could put the officer on the stand for a moment and ask him a few short questions.

Judge:

"I don't see why not. Let's swear the officer in and have him take the stand."

"Is this the instrument that you gave me?" (Handing him the traffic citation).

Officer:

"Yes, this is a copy of it. The judge has the other portion of it."

"Where did you get my address that you wrote on that citation?"

Officer:

"Well, I got it from your driver's license." (Handing the officer your driver's license)

"Is this the document you copied my name and address from?"

Officer:

"Yes, this is where I got it."

"While you've got it in your hand, would you read the signature that's on that license?"

(The officer reads the signature).

"While you're there, would you read into the record what it says under the signature?"

Officer:

"It says, "Without Prejudice, UCC 1-308." [old 1-207]

Judge:

"Let me see that license!"

(He looks at it turns to the officer).

"You didn't notice this printing under the signature on this license, when you copied his name and address onto the ticket?"

Officer:

"Oh, no, I was just getting the address - I didn't look down there."

Judge:

"You're not very observant as an officer. Therefore, I'm afraid I cannot accept your testimony in regards to the facts of this case. This case is dismissed."

6.
 - a. you had reserved your Common Law rights under the UCC;
 - b. you had done it sufficiently by writing "Without Prejudice, UCC 1-308 (old 1-207)" on your driver's license;
 - c. the statute would now have to be read on harmony with the Common Law, and the Common Law says the statute exists, but there is no injured party; and
 - d. since there is no injured party or complaining witness, the court has no jurisdiction under the Common Law.

7. If the judge tries to move ahead and try the facts of the case, then you will want to ask

him the following question:

"Your Honor, let me understand this correctly, has the court made a judicial determination that it has authority under the jurisdiction that it is operating under, to ignore two sections of the Uniform Commercial Code which have been called to its attention? If he says, yes, tell him that you put the court on notice that you will appeal that judicial determination, and that if you are damaged by his actions, you will sue him in Common Law action - under the jurisdiction of the U.C.C."

QUESTIONS AND REVIEW

Note: These are some of the questions asked after the main lecture. Some are restatements of material presented earlier, but they contain very valuable information which is worth repeating.

COURTROOM TECHNIQUES

Question: How did you "box in" the judge? This is easy to do if you don't know too much. I didn't know too much, but I boxed them in. You must play a little ignorant.

If you are arrested and you go to court, *just remember that in a criminal action*, you have to understand the law or it is a reversible error for the court to try you. If you don't understand the law, they can't try you.

In any traffic court case or tax case you are called into court and the judge reads the law and then asks,

"Do you understand the charges?"

Defendant:

"No, (Your Honor,) I do not!"

Judge:

"Well, what's so difficult about that charge? Either you drove the wrong way on a one-way street or you didn't. You can only go one way on that street, and if you go the other way, it's a fifty dollar fine. What's so difficult about this that you don't understand?"

Defendant:

“Well, Your Honor, it's *not* the letter of the law, but rather the nature of the law that I don't understand. The Sixth Amendment of the Constitution gives me the right to request the court to explain the nature of any action against me, and upon my request, the court has the duty to answer. I have a question about the nature of this action.”

Judge:

“Well, what is that - what do you want to know?”

Always! Ask them some easy questions first, as this establishes that they are answering.

You ask:

Defendant:

“Well, Your Honor, is this a Civil or Criminal Action?”

Judge:

“It is criminal.”

(If it were a civil action there could be no fine, so it has to be criminal).

Defendant:

“Thank you, Your Honor, for telling me that. Then the record will show that this action against ___(Straw Man Name)___ is a criminal action, is that right?”

Judge:

“Yes.”

Defendant:

“I would like to ask another question about this criminal action. There are two criminal jurisdictions mentioned in the Constitution; one is under the Common Law, and the other deals with International Maritime Contracts, under an Admiralty Jurisdiction. Equity is Civil, and you said this is a Criminal action, so it seems it would have to be under either the Common Law, or Maritime Law. But what puzzles me, Your Honor, is, there is no *Corpus Delicti* here that gives this court a jurisdiction over my person and

property under the Common Law. Therefore, it doesn't appear to me that this court is moving under the Common Law.”

Judge:

“No, I can assure you this court is not moving under the Common Law.”

Defendant:

“Well, thank you, your Honor, but now you make the charge against me even more difficult to understand, the only other criminal jurisdiction would apply only if there was an International Maritime Contract involved and I was a party to it, it had been Breached, and the court was operating in an Admiralty Jurisdiction.

I don't believe I have ever been under any International Maritime Contract, so I would deny that one exists. I would have to demand that such a contract, if it does exist, be placed into evidence, so that I may contest it, but surely, this court is not operating under an Admiralty Jurisdiction.”

You just put words in the judge's mouth.

Judge:

“No, I can assure you, we're not operating under an Admiralty Jurisdiction. We're not out in the ocean somewhere - we're right here in the middle of the State of North Carolina, No, this is not an Admiralty Jurisdiction.”

Defendant:

“Thank you, Your Honor, but now I am more puzzled than ever. If this/these charge/s is/are not under the Common Law, or under Admiralty - and those are the only criminal jurisdictions mentioned in the Constitution - what kind of jurisdiction could this court be operating under?”

Judge:

“It's Statutory Jurisdiction.”

Defendant:

“Oh, thank you, Your Honor. I'm glad you told me that. But I have never heard of that jurisdiction.

SO, IF I HAVE TO DEFEND UNDER THAT, I WOULD NEED TO HAVE

***THE RULES OF CRIMINAL PROCEDURE FOR STATUTORY
JURISDICTION.***

Can you provide me with the location of a copy?"

THE END!